

Solicitors' Journal & Reporter.

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To CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

Notes for the Ensuing Week.

January 1.—Limitation Act and Bills of Sale Act come into operation.

CURRENT TOPICS.

IT IS UNDERSTOOD that the Criminal Code Commissioners have made considerable, though at first necessarily somewhat slow, progress with their work. They have devoted themselves to it with great assiduity, and have invited suggestions and opinions from persons of experience in the administration of the criminal law. Now that the preliminary difficulties have, to a great extent, been surmounted, more rapid progress may be expected, and we believe it is anticipated that the revision of the code will be completed shortly after the meeting of Parliament in February.

THE COURT OF APPEAL on Saturday reversed the much-discussed decision of the Queen's Bench Division in *Angus v. Dalton* (L.R. 3 Q. B. D. 85). It will be remembered that the court below held (Lush, J., dissenting) that the presumption arising from twenty years' enjoyment of lateral support in land for a building is open to be rebutted; and that if the fact that no grant was ever made is established, or can be implied from the circumstances, the presumption fails. We ventured to say, as soon as the decision was reported, that it was a serious mistake; that it unsettled an established and important and reasonable rule of law, and was directly opposed to the authorities. This, or something like this, appears to be the conclusion at which the majority

of the judges of the Court of Appeal have arrived. Lord Justice Thesiger is reported to have said that the result of the authorities was that a grant of support to buildings by adjacent lands was to be presumed from uninterrupted enjoyment for twenty years, and the mere fact that there had been no actual grant of the easement would not do away with that presumption, and Lord Justice Cotton concurred in this view. Lord Justice Brett, on the other hand, is stated to have said that as it had been shown that no grant of the easement claimed had actually been made, the presumption was rebutted. This is all that can be gathered from the meagre note of the judgments which has appeared, and until the judgments are reported it is useless to re-open the question of the comparative reasonableness of the two views which divide the Court of Appeal as they did the court below. These views, as an able correspondent pointed out, are but the manifestation of two distinguishable notions which underlie the whole subject of prescription—the notion, on the one hand, of respect for protracted enjoyment, and on the other of grant by acquiescence on the part of the owner of the servient tenement. Of these notions the former seems to have been by far the most efficient.

AN APPLICATION was made before Vice-Chancellor Hall on Saturday last to put in force the provisions of 6 Anne, c. 18, "for the more effectual discovery of the death of persons pretended to be alive to the prejudice of those who claim estates upon their deaths." There are so few applications made under this Act that but little is known of the practice, and it may be worth while to note some points relating to it. Section 1, shortly stated, enacts that persons claiming upon the death of a *cestui que vie*, upon affidavit of their title and of their belief that the *cestui que vie* is dead, and that his death is concealed, may, once a year, obtain an order to produce him at such time and place as the court shall direct. The practice has been to direct the person in possession to produce the *cestui que vie* at the door of the parish church on a given day, and on failure to comply with this direction, to declare, by a subsequent order, on notice to the person in possession, that the *cestui que vie* shall be deemed to be dead. In putting the court in motion under this Act the difficulty has always been to swear to a belief that any person in particular is concealing the death of the *cestui que vie*. There are several cases reported on this point, and the learned Vice-Chancellor, in the recent case, sent for the affidavits which have been filed in several of them. In *Re Closey* (2 Sm. & G. 46) the affidavit only stated the deponent's belief that the *cestui que vie* was dead, and did not go on to state that the person in possession concealed the fact. In *Re Dennis* (8 W. R. 649), which followed *Re Closey*, the affidavit only stated the deponent's belief as to the death; and in this case counsel for the applicant urged that it was unnecessary to show active concealment. In *Re St. John's Hospital, Cirencester* (V.C.S., Jan. 11, 1868, not reported), the order was made on an affidavit which, although stating facts, did not in terms depose to a belief that the *cestui que vie* was dead, nor say anything as to concealment. In the recent case before Vice-Chancellor Hall (*Re Edward Owen*), the facts stated in the affidavit were that the *cestui que vie* was transported to Van Dieman's Land in 1851, and had not been heard of since 1855, when he received a free pardon. His wife, who is still living, could give no account of him. An application to the solicitors of the person in possession had produced no satisfactory result. The Vice-Chancellor held "that where an application is made, and no answer obtained, there is concealment within the Act," and granted the order accordingly. The wording of the Act requiring concealment to be averred is very distinct, but it is difficult to see how the Act could be put into operation if strict proof were required

that the person in possession, or some one else, is actually concealing the death; and, looking at all the cases, it appears that the view of the learned Vice-Chancellor has been acted on, though never before laid down in so concise and distinct a manner.

IN A CASE recently before the Queen's Bench Division, on appeal from the decision of a judge at chambers, Mr. Justice Manisty made some very strong observations with regard to the frequency of these appeals. There is no doubt considerable ground for such remarks. An interlocutory matter may come before a master first, then before a judge at chambers, then before the Divisional Court, and then before the Court of Appeal, and very great expense may thus be incurred to very little purpose. The number of appeals now allowed in respect of interlocutory matters, such as discovery, interrogatories, &c., seems excessive, but the remedy is not easy to suggest. There is a great difficulty in saying that such matters as these shall not go to the Court of Appeal. It is really quite essential to the formation of a uniform system of procedure that these questions should go to a higher tribunal than the Divisional Court. The recent decisions of the Court of Appeal with regard to interrogatories show this most decisively. Matters of an interlocutory nature may sometimes be of the greatest moment. The fate of an action may hang upon them. To talk of them as mere practice questions is very much to underestimate the importance they may occasionally assume. It is, however, perfectly true that very frequently the point in question hardly matters a straw to either party. The interests of justice will not suffer substantially whichever way it is decided. The remedy suggested by some is that appeals should go straight from the judge at chambers to the Court of Appeal. We doubt the advisability of this under the present system. The result would be to throw upon the Court of Appeal every trumpery appeal from chambers which now is decided in the Divisional Court. The time of the Court of Appeal must be presumed to be as valuable at least as that of the Divisional Courts, and it seems to us that there would, therefore, be considerable objection to this course. Work would be thrown on the Court of Appeal which, in our opinion, is not its proper province. We are very strongly of opinion that a system which produces a great number of appeals has a screw loose in it somewhere. One view is that appeals are very largely the result of an unsatisfactory tribunal below. We do not think that the present transaction of business by the judges at chambers is altogether satisfactory. When parties are not satisfied that the judge has more than half apprehended or considered a point that they, rightly or wrongly, consider of importance to them, they are very apt to appeal. Of course, some judges are much better at chambers than others, but all of them have sometimes to get through a great press of matters somehow, and they frequently have not the time for that deliberation which is desirable. We confess we do not see any very easy solution of the difficulty. We believe that an appeal to the Court of Appeal is absolutely essential; we doubt the advisability of making the appeal lie to the Court of Appeal in the first instance, and we believe the natural mode of preventing a great proportion of these appeals would be some arrangement by which the system of the administration of justice in chambers would be rendered less scrambling and hazardous, and consequently more satisfactory. The difficulty, however, of making satisfactory arrangements for the conduct of business at judges' chambers is apparently so great as to render us almost hopeless of much improvement in this respect.

In the registrations of Bills of Sale for 1878 there is an increase of 2,349 as compared with last year, while the excess upon 1872 is no less than 8,803.

THE NEW LIMITATION ACT.

Now that the time for the coming into operation of the Act passed four years ago "for the further limitation of actions and suits relating to real property" is rapidly approaching, it may be worth while to call attention very briefly to the precise nature of the alterations it will effect. There can be little doubt that the object intended by the long delay interposed before the commencement of the Act has not been attained. The interval allowed was certainly long enough "to enable Englishmen in all parts of the world to become acquainted with the change in the law," but it was also long enough to tempt them to forget all about it; and this, we imagine, they have until a recent date very generally done.

The new Act is in the main a substitution of the terms of twelve years and six years respectively for the terms of twenty years and ten years in the Act of 3 & 4 Will. 4, c. 27. Thus, the first section fixes twelve years as the period of limitation for making an entry or distress or bringing an action for the recovery of land or rent, but except as regards the period fixed, the new provision follows the wording of section 2 of the old Act, which by section 9 of the new Act is repealed. The period of twelve years was stated by Lord Cairns, in introducing the measure, to have been taken from Indian legislation.

As regards the time at which the right to make an entry or distress or to bring an action shall be deemed to have first accrued, section 5 of the former Act is repealed by section 9 of the present Act, but is re-enacted, with some additions, by section 2 of the present Act. The rule is, therefore, still that, in the case of future estates, the right is to be deemed to have first accrued at the time when the estate became an estate in possession by the determination of any estate in respect of which the land shall have been held, notwithstanding the person claiming the land, or some person through whom he claims, may have been in the possession of the land at any time previously to the creation of the estate which shall have determined. But it is now added that "if the person last entitled to any particular estate on which any future estate or interest was expectant shall not have been in the possession or receipt of the profits of such land, or in receipt of such rent, at the time when his interest determined, no such entry or distress shall be made, and no such action or suit shall be brought, by any person becoming entitled in possession to a future estate or interest, but within twelve years next after the time when the right to make an entry or distress, or to bring an action or suit, for the recovery of such land or rent, shall have first accrued to the person whose interest shall have so determined, or within six years next after the time when the estate of the person becoming entitled in possession shall have become vested in possession, whichever of those two periods shall be the longer; and if the right of any such person to make such entry or distress, or to bring any such action or suit, shall have been barred under this Act, no person afterwards claiming to be entitled to the same land or rent in respect of any subsequent estate or interest under any deed, will, or settlement, executed or taking effect after the time when a right to make an entry or distress, or to bring an action or suit, for the recovery of such land or rent, shall have first accrued to the owner of the particular estate whose interest shall have so determined as aforesaid, shall make any such entry or distress, or bring any such action or suit, to recover such land or rent." The effect of this is that when the person entitled to the preceding estate was out of possession, the time allowed is the longer of two periods—either twelve years from the time when the person out of possession first had a right to enter, or six years from the time when the succeeding owner's estate became vested in possession. If the remainderman is barred, all persons claiming under instruments taking effect after he first had a right to enter will also be barred.

Section 16 of the old Act, which provided for the case of disability, is repealed, but section 3 of the new Act practically re-enacts it, but substitutes six years for ten years as the period to be allowed from the termination of disability or death, and omits disability from absence beyond seas. Section 4 expressly provides that the time within which an action may be brought shall not be enlarged by reason of the absence beyond seas during all or any part of that time of the person having the right to bring such action or of any person through whom he claims.

In the case of successive disabilities, section 9 of the new Act provides that section 18 of the old Act shall be read as if the term of six years had been mentioned instead of ten years, and as if the term of twelve years had been mentioned instead of twenty years; thus, in effect, providing that in case of successive disability no further time than twelve years next after the right of the first person under disability shall have first accrued, or six years from the death of such person, shall be allowed.

The extreme period of limitation in case of disabilities is changed by section 5 from forty years to thirty years.

With respect to possession under an assurance by a tenant in tail which does not operate to bar the remainders, section 6 provides that such remainders shall be barred at the end of twelve years next after the time at which the assurance, if then executed, would have operated to bar such remainders. Section 23 of the old Act, prescribing twenty years, is repealed.

Section 28 of the old Act relating to mortgagees in possession is repealed, but re-enacted by section 7 of the new Act, with an alteration of the period of limitation from twenty years to twelve years. The effect is that a mortgagor will, in future, be barred at the end of twelve years from the time the mortgagee takes possession or gives a written acknowledgment of the title of the mortgagor.

The period of limitation for money secured by mortgage, judgment, or lien, or otherwise charged upon land, or for any legacy, is also reduced from twenty years to twelve years, by section 8 of the new Act, which, except as to the change in the period, re-enacts section 40 of the old Act.

The Act 7 Will. 4, and 1 Vict. c. 28, which provides that mortgagees may bring actions to recover land within twenty years after the last payment of principal or interest, although more than twenty years have elapsed since the time at which the right to bring an action first accrued, is, by section 9 of the new Act, to remain in full force, and be construed together with the new Act with the substitution of twelve years for twenty years.

Section 10 of the new Act provides that money or legacies charged on or payable out of any land or rent, and secured by an express trust, and arrears of rent or interest in respect of such money or legacies, shall only be recovered within the time within which the same would be recoverable if there were not any such trust.

It is stated that, for the purpose of reducing unnecessary costs as to service or otherwise, the practice of the Bankruptcy Court in liquidation cases of granting an *interim injunction* for one week will in future be discontinued, and an injunction will be at once granted until four days after the first meeting of creditors.

The *Times* states that William Wootton, managing clerk to Mr. John Jelf, solicitor, of Birmingham, pleaded "Guilty" on Monday to robbing his employer of the sum of £480 on March 28 last. He had received a cheque for that amount on behalf of Mr. Jelf from the Friendly Building Society, and having cashed it at the Birmingham and Midland Bank, absconded and travelled for some months in Scotland, Ireland, the Channel Islands and elsewhere. He returned to Birmingham on Tuesday week, when he was identified and arrested. He was sentenced to six months' imprisonment, with hard labour.

THE WORK OF THE COURTS, 1877. QUEEN'S BENCH, COMMON PLEAS, AND EXCHEQUER DIVISIONS.

The return made by the Queen's Coroner and Attorney and the Master of the Crown Office shows only a portion of proceedings under the peculiar jurisdiction of the Queen's Bench Division on the Crown side. Offences of the usual nature were tried in 1876-7, but no record is kept at the Crown Office of the number of cases, as the trials take place at *Nisi Prius* in London and Middlesex, and at the assizes for the other counties, nor of the several matters in which judgment is entered up, except where the sentences are passed by the court *in Banc*. There were 5 persons convicted and 3 acquitted, against 6 convicted and 6 acquitted in the previous year, in which cases judgment was entered up in the Queen's Bench. In 1876-7, in two cases a sentence of six months imprisonment was passed for publishing an obscene book, together with a fine of £200 in each. These two persons were afterwards liberated on bail pending writ of error; and in the remaining cases no final judgment or sentence was pronounced.

The business of the Divisional Court assigned to hear and determine appeals from inferior courts, and to which the cases, under 12 & 13 Vict. c. 45, and 20 & 21 Vict. c. 43, were transferred by the Judicature Act, 1873, s. 45, is transacted in the Crown Office. The total proceedings for 1876-7 and 1875-6 respectively were as follows:—*Mandamus*, applications on affidavit, 41 and 43; *mandamus*, made absolute, 16 and 24; *quo warranto*, informations filed, 4 and 1; other special rules nisi granted, 65 and 38; other special rules made absolute, 149 and 89; applications for *habeas corpus*, 41 and 26; *habeas corpus*, writs granted, 40 and 24; *certiorari*, writs issued by court, 25 and 21; and by judge, 22 and 12; and orders of sessions removed into Queen's Bench, 17 and 20.

The total amount of fees received for business done in the Crown Office in the year ending the 31st of October, 1877, exclusive of business done for the public departments for which no fees are received, was £1,272 2s. 8d., exceeding the amount for 1875-6 by £394 8s. 8d.

The proceedings on the plea side in the three common law divisions at Westminster are shown below. Those under "process issued" are the preliminary and incidental matters in suits transacted in the different offices connected with the courts; those under "matters heard" being the proceedings coming before the judges sitting *in Banc*. In the Queen's Bench a certain number of these were heard by a single judge:—

PROCESS ISSUED.			
Writs of summons issued			56,152
Appearances entered			25,909
Judgments			22,570
Executions			14,426
Hand motions, and on side bar rules			904
Causes referred to masters			637
MATTERS HEARD.			
Motions for new trials			289
Other motions			595
Special cases			59
Demurrers			64

Under "process issued" there is an increase, and under "matters heard" a decrease, as compared with the numbers for the previous year. The fees were, £51,904 8s. 3d., against £53,870 2s. in 1875-6. The number of bills of costs taxed in 1876-7, exclusive of bills taxed under the statute, was 11,388.

Under the Parliamentary Elections Act, 1868, no proceedings were taken during the twelve months.

The number of causes for trial, and the trials, &c., in 1876-7 were as follows:—Remainants from previous year (Westminster), 756; entered for trial during the year, 3,731; defended trials, 878; undefended trials, 75; withdrawn, struck out, &c., 1,344

remandees, 1,142. The number of suits entered for trial at *Nisi Prius* on each circuit in 1876-7 was:—South-Eastern, 226 (161 tried); Midland, 147 (100 tried); Northern, 397 (179 tried); North-Eastern, 314 (204 tried); Oxford, 126 (93 tried); Western, 67 (49 tried); City of Bristol, 38 (29 tried); North Wales, 46 (45 tried); and South Wales, 52 (45 tried). Under the different forms of writs there were the following executions in the three courts:—*Fieri facias*, 13,991; possession, 329; and *ad egit*, 106; there were 289 applications for a new trial; and 718 other special motions. Of 186 appeals to the division of her Majesty's Court of Appeal sitting at Westminster, 60, being interlocutory, were affirmed, and 34 reversed, &c., and 56, being final, were affirmed and 36 reversed. The total number of proceedings in judges' chambers was 210,819. The total for 1875-6 was 209,801. Before the referees appointed under section 83 of the Judicature Act, 1873, 78 actions were entered for trial, of which 50 were defended, 2 undefended, and 16 withdrawn or pending; and 10 became remandees.

The proceedings before the 74 district registrars appointed under section 60 of the Judicature Act, 1873, show an increase in numbers as compared with those in 1876. The number of writs of summons issued was 32,957 as compared with 33,758 in 1875-6; and the number of appearances entered was 6,655, or 259 less than in the previous year. There were also 360 cases, against 180, transferred to London. It would, therefore, appear that in 25,942 cases, or 78·7 per cent. of the writs of summons issued, no step was taken towards a defence. The number of judgments was 10,787; of writs of execution, 6,983; of applications in chambers, 10,357; of causes remitted to county courts, 207; of causes referred, 222; of bills of costs taxed, 11,470; and of other proceedings, 1,317. The amount of fees received was £24,859, as against £24,631 in 1875-6. The total amount of payments in respect of these decisions shows an excess over the receipts from fees of £42,572 15s. 8d., during the year ending March, 1878.

The condition of the Suitor's Fund in 1876-7 was as follows:—On the 1st of November, 1876, it amounted to £88,199 10s. 9d.; during the following twelve months £261,346 3s. 9d. was paid in and £252,309 2s. 2d. paid out, leaving a balance on the 31st of October, 1877, of £97,236 12s. 4d.

Reviews.

CONTRACTS.

SMITH'S LAW OF CONTRACTS. Seventh Edition. By V. T. THOMPSON, Barrister-at-Law. Stevens & Sons.

This excellent book upon the principles of the law of contracts, as dealt with by the courts of common law, has been too well known to the profession in its former editions to require commendation now. The editor has, in the present edition, introduced statements of, or references to, the chief alterations of the law since 1874; and has refrained from otherwise interfering with Mr. Smith's text. It strikes us that he would have done wisely by enlarging the scope of the treatise to some extent, and including an account of the equitable remedies by specific performance and injunction, which are now part of the general law. The book was formed originally from a course of lectures; it was natural and necessary that such a course should be far from a complete treatment of the subject, and in particular it was not requisite to advert hastily and imperfectly to matters which would be more fittingly embraced in a course of lectures on some other branch of the law. When, however, the lectures are put together and published to the world as a treatise, there is no reason against supplying, by means of notes and references, if not in the text, some suggestion of information upon all important matters which bear directly

on the main subject. For this reason we should have been glad even in former editions to find such things adverted to as the incidents of contracts of suretyship, the doctrine of penalties and liquidated damages, and the practice of injunctions. Finding these deficiencies, we are disposed to complain a little of the title of the book, which is an admirable sketch of a part of the law of contract, but imperfectly answers the description of a treatise on contracts. Read with this caution, however, we know of few books equally likely to benefit the student, or marked by such distinguished qualities of lucidity, order, and accuracy as the work before us.

Cases of the Week.

WILL—CONVERSION—PERSONAL ESTATE DIRECTED TO BE LAID OUT IN PURCHASE OF LAND TO BE SETTLED TO CERTAIN USES—FAILURE OF USES—REAL OR PERSONAL ESTATE.—In a case of *Curteis v. Wormald*, before the Court of Appeal on the 20th inst., a testator had by his will directed the residue of his personal estate to be laid out in the purchase of land, to be settled to such uses as were by the will limited of the testator's real estate. The residue of the personal estate was invested accordingly, but the uses limited by the will did not exhaust the fee simple. An order was made in the suit declaring that the land thus purchased belonged, on failure of the uses limited, to the next of kin of the testator living at his death. The question then arose whether the next of kin took the land as real estate or as personal estate, or, in other words, whether it passed to their real or to their personal representatives. Jessel, M.R., declining to follow the decision of Lord Hatherley, when Vice-Chancellor, in *Reynolds v. Godlee* (108, 536), held that the next of kin took the purchased land in its actual condition as real estate, and that it passed to their real representatives. This decision was affirmed by the Court of Appeal (James, Baggallay, and Thesiger, L.J.J.), on the ground that there was no equity as between the real and personal representatives to have the actual condition of the property altered.

ACT OF BANKRUPTCY—ASSIGNMENT OF WHOLE PROPERTY TO SECURE PAST DEBT—EQUIVALENT—TIME GIVEN TO GRANTOR—FORBEARANCE OF CREDITOR TO ENFORCE JUDGMENT—BANKRUPTCY ACT, 1869, ss. 6, 87.—In a case of *Ex parte Cooper*, before the Court of Appeal on the 19th inst., the question arose whether an assignment by a trader of, substantially, the whole of his property to secure a pre-existing debt could be supported as against the trustee in his liquidation, on the ground that the creditor had forbore to enforce a judgment which he had recovered, and whether the decision of the Court of Exchequer Chamber in *Philips v. Hornstedt* (21 W. R. 174, 1 Ex. D. 62), can be considered consistent with the decision of the same court in *Woodhouse v. Murray* (17 W. R. 206, L. R. 2 Q. B. 634, 4 Q. B. 27), and with the settled law in bankruptcy. The debtor was the lessee of Cremorne Gardens. On the 3rd of July a creditor recovered judgment against him for £1,436. On the 4th of July the debtor wrote to the creditor, "I undertake, in the event of your not issuing execution upon the judgment which you have obtained against me for £1,436, to execute to you or demand a mortgage of my furniture, fixtures, and effects at Cremorne for that amount and such other sum as I owe you." The creditor did not issue execution, and on the 28th of August the debtor executed in favour of the creditor a bill of sale of all his stock-in-trade and other effects at Cremorne Gardens, to secure the judgment debt of £1,436, and a further sum of £1,545 which he owed the creditor in respect of moneys advanced and goods supplied by him. The deed contained a recital that the grantee had agreed at the request of the grantor to withhold execution under the judgment, on the grantor giving his undertaking to execute a bill of sale whenever required by the grantee so to do, and it empowered the grantee to take possession of the property and to sell it in case the grantor should fail to pay the principal sum and interest upon demand in writing. On the 29th of August another creditor levied execution upon the grantor's property at the gardens, and

on the 1st of September the grantor filed a liquidation petition. Between the 4th of July and the 29th of August, he had received, by means of payments made by the public for entrance into the gardens, sums amounting to £10,000. The trustee in the liquidation sought to have the bill of sale set aside as an act of bankruptcy, and on his behalf it was contended that no equivalent had been given for the assignment. And reliance was placed upon *Woodhouse v. Murray*, in which case an execution had been levied by seizure on the goods of a trader, and he, having already ceased to carry on his trade, in consideration of the judgment creditor withdrawing the execution, assigned to him the property seized under the execution, which was in effect the whole of his property, to secure the judgment debt, and it was held by the Court of Exchequer Chamber that, as the general creditors could, by virtue of section 73 of the Bankruptcy Act, 1861, have interfered and taken the proceeds of the execution, if it had been enforced, there was no sufficient equivalent for the assignment, which was therefore "void against the assignee in bankruptcy of the trader." On behalf of the mortgages it was urged that the letter of the 4th of July contained an agreement sufficient to support the bill of sale, and that, even if the creditor was not conclusively bound not to enforce his judgment by execution, yet, as he had in fact foreborne to do so, an ample equivalent had been given for the assignment. And the debtor, and through him his creditors, had derived a great benefit from the forbearance, for if execution had been on the 4th of July levied under the judgment, and all the stock-in-trade and other effects at the gardens had been seized, no one would have paid money for entrance into the gardens, the debtor's business would have been stopped, and the £10,000 would not have been received. In support of this view *Philps v. Hornstedt* was relied upon. In that case a trader handed to an agent the bill of lading of some brandy for the purpose of the agent's landing and warehousing it. The agent warehoused the brandy, entering it in the trader's name and paying charges to the amount of £47. After this, and while the bill of lading was still in the agent's possession, an acceptance, previously given by the trader to the agent for £245 for the hire of a ship, fell due, and the trader was not able to meet it. At the request of the trader the agent then consented to take a new acceptance at seven days for the £245 and the £47, on receiving the authority of the trader to sell the brandy if the new acceptance was not met at maturity. The acceptance was not met and the agent sold the brandy, which was in effect the whole of the trader's property. The trader was soon afterwards adjudicated a bankrupt. It was held by the Exchequer Chamber that the giving of seven days' time to the trader was a sufficient equivalent for the power to sell the brandy. The court (James, Baggallay, and Thesiger, L.J.J.), however, held in *Ex parte Cooper* that no equivalent had been given for the bill of sale, and that it was void as against the trustee. James, L.J., said that the case could not be distinguished from *Woodhouse v. Murray*. There was no binding agreement on the part of the creditor to give up his judgment. If such a transaction could stand, the provisions of section 87 would be rendered nugatory. A debtor would simply have to say to his judgment creditor, Don't issue execution; if you will be forbearing I will take care to let you know in time, and I will give you a bill of sale of the whole of my property. There never was a case of an assignment of a man's whole property for a past debt in which time was not given to him by the creditor; that was the very object of such a transaction, and yet that circumstance had never been held to displace the general rule that an assignment of a man's whole property for a past debt was an act of bankruptcy. If *Philps v. Hornstedt* was in conflict with *Woodhouse v. Murray*, both those cases were decisions of the same court, and his lordship preferred the decision in *Woodhouse v. Murray*. Baggallay, L.J., said that the principle of *Woodhouse v. Murray* was exactly applicable to the present case. The decision in *Philps v. Hornstedt* might be supported on the ground that the court was of opinion, upon the facts, that an equivalent had been given for the bill of sale. If it was in conflict with *Woodhouse v. Murray*, the latter was more in accordance with the law in bankruptcy. Thesiger, L.J., said that the present case was quite undistinguishable from *Woodhouse v. Murray*. There the withdrawal of an execution was suggested as a sufficient equivalent for the bill of sale, but the court held that it was not. It was attempted to distinguish the present case, on the ground that in *Woodhouse v. Murray* there had been a seizure under the execution, and thus an inchoate act

of bankruptcy had been committed. But the Court of Exchequer Chamber did not base their decision on that narrow ground. They really decided this, that, the execution being one which, if it had been carried out, would have resulted in the commission of an act of bankruptcy, an agreement made in consideration of its being withdrawn could not be supported. It was very difficult to distinguish *Philps v. Hornstedt* in principle from *Woodhouse v. Murray*, and if they could not be distinguished the two decisions were clearly contrary to each other. They were both, however, decisions of a court of co-ordinate jurisdiction, and his lordship preferred to follow the decision which was founded upon facts really identical with those of the present case, rather than that which was founded upon very different facts. As to the argument that the debtor had in fact derived a large benefit from the forbearance of the creditor, the same element existed in *Lindon v. Sharp* (6 M. & Gr. 895), but, notwithstanding that, inasmuch as there was no stipulation for any fresh advances, and the deed placed it in the power of the mortgagee to take possession at any time, and to sell in default of payment on demand, it was held that the advances actually made to the debtor were not sufficient to prevent the deed from constituting an act of bankruptcy.

BILL OF SALE—REGISTRATION—INVENTORY OF GOODS WITH RECEIPT FOR PURCHASE-MONEY ATTACHED—BILLS OF SALE ACT, 1854, ss. 1, 2, 7.—In another case of *Ex parte Cooper*, before the Court of Appeal on the 21st inst., the question arose which was raised, but not actually decided, in the recent case of *Ex parte Odell* (*ante*, p. 82). At the foot of an inventory of the furniture and effects in his dwelling house, the liquidating debtor had, on the 26th of May, signed a receipt as follows:—"Received of and from A the sum of £600, being the amount of purchase-money in respect of the goods mentioned in the foregoing inventory." The debtor filed his liquidation petition on the 1st of September, and at that time the goods were still in his apparent possession. The question arose whether the inventory and receipt ought to have been registered as a bill of sale. It was contended that the property in the goods had passed by delivery, and that the document was in no way necessary to the title of the purchaser, but that it was only required as evidence of the payment of the purchase-money. And reliance was placed on *Allsopp v. Day* (7 H. & N. 457), *Byerley v. Prevost* (L. R. 6 C. P. 144), and other similar cases, in which receipts for the purchase-money of goods were held not to be within the Bills of Sale Act. It will be remembered that in *Ex parte Odell* the court expressed a doubt as to the correctness of those decisions—doubt, indeed, almost amounting to disapproval, but it was not then necessary to overrule them. In *Ex parte Cooper* the court (James, Baggallay, and Thesiger, L.J.J.) held that the document in question required registration. James, L.J., who delivered the judgment of the court, said that the document was an absolute assurance of the goods comprised in it as if it had been a deed executed in the most formal manner. It was an "assurance of personal chattels," and therefore bill of sale within the meaning of section 7 of the Act. *Allsopp v. Day* was distinguishable, inasmuch as there the inventory and the receipt were not on the same piece of paper, and they could be connected only by means of parol evidence. It was not necessary to criticise minutely the other decisions which had followed *Allsopp v. Day*, because they would be all swept away by the new Bills of Sale Act (41 and 42 Vict. c. 31) which comes into operation on the 1st of January, 1879, [and which, by section 4, provides that the expression "bill of sale" shall include "inventories of goods with receipt thereto attached." But if necessary their lordships were prepared to express their dissent from the decisions referred to.] If such a document were held not to be within the Act the result would be to make the Act a plaything for verbal ingenuity, and to establish by judicial decision a precedent to show people how to make a perfectly good bill of sale without subjecting themselves to the provisions of the Act.

PRACTICE—AMENDMENT OF WRIT AND STATEMENT OF CLAIM—ADDING PARTY—DEATH OF A DEFENDANT—ABATEMENT—REVIVOR—ORD. 16, r. 13—ORD. 27, r. 1—ORD. 50.—In a case of *Ashley v. Taylor*, before Fry, J., on the 20th inst., a question arose as to the regularity of an order giving liberty to amend the writ and the statement of claim and to add a new party. The action was originally brought

against three defendants to recover damages for loss sustained by the plaintiff by reason of his having purchased shares in a company formed to work a mine which proved worthless, and which purchase, as he alleged, he had been induced to make through the conspiracy and false and fraudulent representations of the defendants and their agents. The action was set down before Malins, V.C., but was afterwards transferred to Fry, J., for trial. Before the trial could take place one of the defendants died. Administration was taken out to his estate. After this the plaintiff did not apply for the common order to continue the proceedings against the administrator, but he took out a summons in the chambers of Malins, V.C., asking that he might be at liberty to amend the writ and statement of claim by adding the administrator as a defendant, and by making allegations that the estate of the intestate had been benefited by reason of the matters complained of in the action, and a claim to have the intestate's estate administered in case the administrator should not admit assets sufficient to answer the plaintiff's claim. This summons was served on the administrator, but he was advised not to appear, and he did not appear on the hearing. The order asked for was made on the production of an affidavit of service on the administrator, this affidavit being entered in the order as drawn up. The amendments were made, and the amended writ and statement of claim were served on the administrator. He entered a conditional appearance, and then, by special leave of Malins, V.C., and Fry, J., moved before the latter learned judge to discharge the order for irregularity. It was contended on his behalf that such an order could not be made as against a stranger to the action, and that the plaintiff ought to have obtained an order of course, under order 50, to continue the proceedings against the administrator, thus making him a party to the action. He could then have moved to discharge the order, on the ground that the cause of action did not survive. On behalf of the plaintiff it was admitted that the cause of action disclosed by the original writ did not survive against the administrator, and that this was the reason why the course complained of had been adopted. And it was urged that the court had ample power, under ord. 27, r. 1, to allow an amendment of the writ and statement of claim at any stage of the proceedings, and, having done this, there was full power under rule 13 of order 16, to add the name of any party who ought to have been joined, or whose presence before the court might be necessary in order to enable the court effectually and completely to adjudicate upon and settle all the questions involved in the action, and that these two steps might be properly combined in one order. And this view was adopted by Fry, J., who held that the order was perfectly regular, except in this respect, that the administrator ought not to have been served with notice of the summons, but that the order ought to have been made *ex parte*, so far as he was concerned. And his lordship directed the order to be amended by striking out the affidavit of service on the administrator. It appeared also that the order had been actually made before the affidavit of service had been sworn, and that it had been made subject to the production of an affidavit of service. The affidavit was afterwards produced, having been filed on the 25th of November. The order as drawn up was dated the 6th of November, and there was entered in it the affidavit of the 25th of November. Fry, J., said that the order must be amended also by dating it the 25th of November. An order ought never to bear a fictitious date; it ought to bear the date on which it was really made, which it could not have been in this case before the 25th of November.

ATTACHMENT OF DEBT—COSTS OF ACTION—ORD. 45, R. 1, 2, 3.—In another case of *Thompson v. Woodfine*, before Fry, J., on the 20th inst., an *ex parte* application was made on behalf of the plaintiff for an order *nisi* to attach money due to the defendant from his solicitor to answer the plaintiff's taxed costs of the action, which the defendant had failed to pay. Fry, J., at first doubted whether such an order could be made in respect of costs merely, but ultimately, having regard to the language of rule 1 of order 45, which speaks of "a judgment for the recovery by or payment to any person of money," he held that he should be justified in making the order *nisi*, and he directed, under rule 3, that notice of the order should be served on the garnishee.

MR. DANIEL, Q.C., ON LOCAL BANKRUPTCY JURISDICTION.

At the sitting of the Bradford Bankruptcy Court, on the 18th inst., the Judge (Mr. W. T. S. Daniel, Q.C.) said that as that was the last time he should sit in bankruptcy during the present year, and as there had lately been considerable doubt as to the extent of the jurisdiction of the court, he thought it would be best that he should, for the guidance of practitioners in the future, make plain what he considered to be the effect of recent decisions upon the jurisdiction exercised by that court. It was well known that down to the month of July last, he felt himself bound to follow the plain and distinct decision of Lord Justice Giffard in *Anderson's case*, which, as plainly expressed in that judgment, vested in local courts complete jurisdiction in all matters in bankruptcy which related to property which, i recovered, would be fairly divisible amongst the creditors. He had exercised that jurisdiction to a very great extent in scores, perhaps he might say in hundreds, of cases; and occasionally the judgments of that court had been the subject of appeal, but in the great majority of cases the orders made by it had been submitted to. When the case of *Re Pollard* [26 W. R. 731] came up on appeal, it struck the Court of Appeal that local courts of bankruptcy were assuming a jurisdiction which they were not warranted in doing by law, and that court—the parties themselves not having taken the objection—took that objection for the purpose of keeping local courts within the proper limits of their jurisdiction. As soon as that case was brought to his knowledge, he at once saw what effect it would have in limiting the jurisdiction which he was exercising, and he refused to proceed with a case which was then before him, a case which was part heard and which involved, as he conceived, a course of proceeding which was not warranted by the decision in *Re Pollard*. He, therefore, immediately stayed his hand with respect to the case which was then before him, *Re Wood, In the Matter of Schumann*. That did not appear to be satisfactory to the parties whose interests were affected, and at the request of Mr. Killick he framed an order in such a form as would enable him to appeal. The case was afterwards carried before the Chief Judge, and subsequently before the Court of Appeal, and last week his refusal to proceed with the case, on the ground that the decision in *Pollard's case* bound the court, was sustained [*ante*, p. 119]. It was now clear that from henceforth no jurisdiction could be exercised by that court such as had been exercised previously. When he came to look back upon the cases which had been decided there in violation of that limited jurisdiction, he was almost alarmed; for in the first case of any importance that came before him arising out of Cheesbrough's bankruptcy, there were no less than eight cases of fraudulent preference, and it was arranged that one case should be taken as representative of the rest. The case was determined there, and carried before the Chief Judge, when his judgment was confirmed. In that very same case he granted at least three injunctions to restrain persons from dealing with the property belonging to the estate. When he came to remember, too, the case from Scarborough (*Re W. H. Seed*) he also found, in the light of what had recently been said concerning the limits of jurisdiction in local courts that he ought not to have interfered in that matter. That case occupied the court for eight days, and, on appeal, occupied the Chief Judge three days, the Chief Judge then affirming what the local court had done. He mentioned those matters because he felt that recent decisions must produce a total alteration in the practice in Bradford and in the other courts over which he presided. Lord Justice James, in the case of *Ex parte Fletcher, Re Hart*, said, "The cases in which the Court of Bankruptcy has decided that it ought not to assume jurisdiction are cases where it was asked to draw within its jurisdiction a person outside the bankruptcy merely because his opponent had become bankrupt." Wherever, therefore, there was a person standing outside the bankruptcy who was supposed to be in possession of property which he ought not to possess, that court had no jurisdiction to bring such person before it *in invitum*. The decision in *Re Pollard* was pronounced in July last, and from that time he had not exercised jurisdiction in similar matters. The

subsequent decision in *Ex parte Schuman, Re Wood*, had shown the important character of the decision in *Re Pollard*, in greatly limiting the jurisdiction of local courts. Since that time there had been two or three cases of a similar kind tried at Leeds Assizes, and decisions had been obtained at a cost which, he was informed, was about three times the cost which would have been incurred if they had been heard before the local Court of Bankruptcy, the judgments given being in all probability those which would have been given by judges of inferior courts. He perhaps ought not to regret that the law was such as not to enable him to do all which he otherwise might do to make the administration of insolvent estates as little costly and as speedy as possible. The Legislature was responsible for the state of the law, and, if the law was in any respect defective, the attention of the Legislature would probably be drawn to it.

There was another matter to which he could not forbear alluding. He had always considered that the Court of Bankruptcy was a court of inferior jurisdiction, and that consensual jurisdiction could not be given to it otherwise than by statute. That was clearly the case of the Dean of Arches Court, the Ecclesiastical Court, and the Lord Mayor's Court, and he had always considered that was the case with regard to the Court of Bankruptcy, for the Act of 1869, so far as he had been able to read it, did not contain any provision whatever giving to the local Courts of Bankruptcy, or even to the London Court of Bankruptcy, consensual jurisdiction. The Act of 1869 entirely repealed the Act of 1849, and therefore took from the Court of Bankruptcy all such right to exercise consensual jurisdiction as was conferred by the statute of 1849. It appeared, however, from a case of *Ex parte Dressler, Re Solomon* (27 W. R. 144), that the judges considered that in cases where parties come in and consent, the court could exercise jurisdiction. In *Ex parte Dressler, Re Solomon*, Lord Justice Cotton protected himself against exercising jurisdiction under those circumstances, except on the ground of consent, and said, "Before I give my reasons for so thinking I must observe that we are not now deciding that without the submission of the parties we could entertain this appeal. I say this in order that it may not be assumed in any future case that without such a submission the registrar would have had any jurisdiction to entertain the application to him, or that this court would have had any jurisdiction to entertain the appeal." The Court of Appeal, therefore, recognized the fact that the consensual jurisdiction might be given, and, in the case of *Ex parte Fletcher, Re Hart*, Lord Justice James used this language:—"Where, however, the trustee is not in *invitum*, but a person who has a claim against the property of the bankrupt, real or personal, is willing to submit the determination of his rights to the Court of Bankruptcy, it is very wrong, very reprehensible, for the trustee to raise objections to the exercise of jurisdiction by that court in whose care the property of the bankrupt is placed, and by which it is being administered. It is right that a stranger to the bankruptcy should be encouraged to come in and submit to the jurisdiction of the Court of Bankruptcy, and thus prevent the necessity and the expense of proceedings in another court. And when such a person does come in and submits himself to the jurisdiction, the court ought to decide the case according to the truth and justice of it, and not to allow merely technical objections to be interposed for the purpose of delay." That language, proceeding from the judges of the Court of Appeal, justified him, therefore, in concluding that consensual jurisdiction could be given to inferior courts, and it was satisfactory to observe that the difficulties which were pointed out to the profession and to the public by the second report of the Judicature Commissioners, in which they anticipated that such great evils would arise from local Courts of Bankruptcy exercising extensive jurisdiction that fresh legislation would be necessary for the purpose of curing such evils, were now met. It was satisfactory to find that it was in the power of the judges judicially to declare that which at one time it was thought would be necessary for Parliament to enact. Henceforth, therefore, he would be willing to exercise jurisdiction in cases in which the parties were willing to come in and consent, and if there was any evil arising from the inability of the court to exercise jurisdiction where the parties did not consent, the Legislature could redress it.

There was also another matter which he felt justified and indeed called upon to advert to. One of the uses to which local courts ought to be applied was to make the law familiar to those who had to obey it, and one of the advantages of having courts administering justice in the provinces was the acquaintance which was thereby obtained by people in the provinces regarding matters which affected their interests. He wished to draw attention to the case of *Ex parte Foster, Re Roberts* (*ante*, p. 120), judgment in which was pronounced by the Court of Appeal last week, the court having taken time to consider its judgment. That decision made it the duty of trustees to be exceedingly careful how they dealt with the right to disclaim under the 23rd section, and, taken in connection with the decision in *In re Holland and Hodgson*, it would have the effect of transferring from creditors to landlords—if trustees did not take care what they were about—hundreds of thousands of pounds' worth of property, because wherever throughout these large manufacturing districts, where room and power are let out, the machinery being furnished by the tenant, the machinery was connected to the floor, although only by a mere pin, it became annexed to the freehold, and was considered a fixture. Trustees, therefore, should learn from the decision in *Ex parte Foster, Re Roberts*, that if they disclaim they must be considered as having surrendered to the landlord the property, and that would involve the surrender to landlords of thousands of pounds' worth of property which, according to ordinary usage, had been considered part of the debtor's estate. He mentioned that in order to show trustees that they must be exceedingly careful how they exercised the right of disclaimer. There was a mode of meeting the difficulty which it was not necessary to advert to. It had been pointed out by Lord Justice Mellish, and having said that he need say no more.

Obituary.

MR. FREDERICK JOHN MALIM.

Mr. Frederick John Malim, solicitor (of the firm of Greene & Malim), died at his residence, West Pullant, Chichester, rather suddenly, on the 16th inst. Mr. Malim was born in 1840, and was admitted a solicitor in 1862. A year or two later he went into business at Chichester in partnership with Mr. Thomas Greene, the treasurer for West Sussex. In 1872 he was elected coroner for the Western Division of the County of Sussex, and he discharged his judicial duties with great efficiency and success. Mr. Malim was also solicitor and secretary to the Chichester Waterworks Company. He leaves a widow and a young family. The early close of his professional career has caused great regret amongst his clients and friends.

Appointments, &c.

Mr. WILLIAM HENRY DAVY, solicitor, of Cholwell, Temple Cloud, Somerset, has been appointed Clerk to the Magistrates at Temple Cloud, in succession to Mr. John Hill, of Paulton, Somerset, resigned. Mr. Davy was admitted a solicitor in 1869, and is in partnership with Mr. William Wooldridge Rees-Mogg.

Mr. THOMAS WILLIAM HANSELL, solicitor, proctor, and notary, of Norwich, has been appointed Registrar to the Commissary for the Archdeaconry of Norfolk. Mr. Hansell is the son of the late Mr. Henry Hansell, solicitor, of Norwich, and was admitted in 1864.

Mr. FREDERICK TRELLAWNY HARE (of the firm of Bryett & Hare), solicitor, Totnes, has been appointed Clerk to the Magistrates of the Stannborough and Coleridge Division, in succession to Mr. T. W. Weymouth, solicitor, resigned. The new clerk was admitted in Hilary Term, 1862, and is also clerk to the Totnes Burial Board.

Mr. WILLIAM RICHARD HOLLAND, solicitor (of the firm of Holland & Rigby), of Derby and Ashbourne, has been appointed Clerk to the County Magistrates at the latter place, in succession to Mr. Samuel Coleman, deceased. Mr. Holland was admitted a solicitor in 1859, and is clerk to the Ashbourne Board of Guardians and Local Board, and superintendent registrar.

Mr. JOHN CHARLES HUGHES, solicitor, of Dolgellau and Barmouth, has been appointed Clerk to the Magistrates for the Barmouth Division, in succession to the late Mr. John Jones, of Dolgellau. Mr. Hughes was admitted a solicitor in 1859.

Mr. WILLIAM ALEXANDER HUNTER, barrister, has been elected Professor of Jurisprudence at University College, London, in the place of Mr. Sheldon Amos, resigned. Mr. Hunter is an M.A. of the University of Aberdeen, and was called to the bar at the Middle Temple in Michaelmas Term, 1867, when he obtained a certificate of honour of the first class. He practises on the South-Eastern Circuit and Surrey Sessions, and he is the author of an "Exposition of Roman Law." Mr. Hunter has been Professor of Roman Law at University College since 1869.

Mr. JOHN MONROE, Q.C., has been appointed Law Adviser to the Lord Lieutenant of Ireland, in succession to Mr. Hugh Holmes, who has been appointed Solicitor-General. Mr. Monroe was called to the bar at Dublin in 1873, and became a Queen's Counsel in 1877. He practises on the North-East Circuit.

Mr. H. W. HENNIKER RANCE, LL.M., of the firms of Wyne, Baxter, & Rance, 9, Laurence Pountney-hill, Cannon-street, London, and Rance & Son, Cambridge, has been appointed by the Lord Chancellor a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

Mr. FRANCIS WILLIAM ROWSELL, barrister, has been appointed British Commissioner of the ceded Daira Lands in Egypt. Mr. Rowsell was called to the bar at the Middle Temple in Trinity Term, 1862, and was formerly a member of the Home Circuit. He had been for several years Superintendent of Contracts to the Admiralty.

Mr. JOHN SHAPTER, Q.C., has been elected Treasurer of the Honourable Society of Lincoln's-inn for the ensuing year.

Mr. PHILIP ANSTIE SMITH, Chief Justice of the Bahamas, has been appointed Chief Justice of the Gold Coast, in succession to Sir David Patrick Chalmers, who has been appointed Chief Justice of British Guiana. The new Chief Justice is the son of the late Mr. Joseph Grace Smith, recorder of Hereford, and was called to the bar at the Inner Temple in Hilary Term, 1851. He was for several years a judge of the District Court of Jamaica, and he was appointed Chief Justice of the Bahamas in 1876.

Mr. CHARLES WETHERELL WILLETT, barrister, has been appointed Coroner for the Liberties of the Dean and Chapter of Norwich, in succession to Mr. Wales Campbell Hotson, deceased. Mr. Willett was formerly a Fellow of Clare College, Cambridge, where he graduated as a senior optime in 1849. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1854, and practises locally at Norwich as a conveyancer.

Mr. WILLIAM CHARLES WINDEYER, barrister, has been appointed Attorney-General for the Colony of New South Wales in the new Administration. Mr. Windeyer was called to the bar at Sydney in 1857, and is a member of the Legislative Assembly of the colony.

Legal News.

"Verax," writing to the *Times* in reply to the letter we quoted last week on the Court of Appeal, says:—In the *Times* of to-day is a letter signed "Exchequer," complaining that appeals from the common law divisions are heard according to the divisions of the courts, and not as in appeals from the Chancery Division, where they are heard according to their order of entry. The writer complains that this is a hardship on Exchequer suitors, as it results in this, that Queen's Bench appeals of the date of August last have been heard, while Exchequer appeals entered, as he says, in January, are still unheard. The complaint is substantially a just one, but in point of fact no Queen's Bench appeals later in date than July have been heard, and the oldest Exchequer appeal unheard was entered in May, the earlier Exchequer appeals having been heard at the commencement of the sittings. The writer adds that

it is not to be expected that the common law division of the Court of Appeal will take a common-sense view of the matter. Why he should think so I cannot guess; but as your insertion of his letter gives it some credit, and others may think as he professes to do, I shall be obliged by your saying that arrangements are being made to obviate this well-founded objection. The difficulty hitherto has arisen from the masters of each division attending cases from their own divisions only. This is not, I believe, considered a substantial difficulty, and will probably be overcome.

Tenders will be received by the National Bank of Australasia up to the third proximo for a South Australian Government Four per Cent. Loan for £559,200 (being the unallotted portion of £2,188,500, issued under Act 47 of 1878), and for £751,600 (being the total amount issued under Act 57, of 1876), in bonds of £1,000, £500, £200, and £100 each, with interest commencing from 1st proximo. The principal of the issue of £559,200 is repayable at par on 1st January, 1908; that of the issue of £751,600 on the 1st July, 1908. The minimum price is £88 per cent., payable Five per cent. on application, £25 per cent. on the 17th proximo, £25 per cent. on the 17th February, and the balance on the 17th March next. The rate of taxation per head of the population is less in South Australia than in any other Australasian Colony, including New Zealand, excepting New South Wales. The loan is required, it is stated, for the completion of the railways upon the construction of which the sums previously raised have been expended, and for other public purposes. The total public debt of South Australia at date is £5,383,800, and the population 245,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LEE.—Dec. 20, at No. 16, Stanhope-gardens, Cromwell-road, the wife of Arthur Morier Lee, barrister-at-law, of a son.
DAWES.—Dec. 17, at Fairfield House, Rye, Sussex, the wife of Walter Dawes, solicitor, of a daughter.

MARRIAGE.

BUCKNILL—FORD.—Dec. 21, at Christ Church, Paddington, Thomas T. Bucknill, of the Inner Temple, barrister-at-law, to Annie Bell, daughter of the late Henry Bell Ford, of Clifton, Somerset.

DEATH.

KEIGHLEY.—Dec. 12, at 56, Albion-road, Dalston, Mr. G. W. Keighley, solicitor.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

LIMITED IN CHANCERY.
FRIDAY, Dec. 20, 1878.

Loughor Colliery Company, Limited.—Creditors are required on or before Jan 24, to send their names and addresses and the particulars of their debts or claims to William Cornish Cooper, King's Arms yard, Friday, Jan 31 at 12 is appointed for hearing and adjudicating upon the debts and claims.

North-Western Railway of Monte Video Company, Limited.—Petition for winding up presented Dec 19, directed to be heard before V.C. Hall, on Jan 17. Clements, Gresham house, solicitor for the petitioners.

Carbon Company, Limited.—V.C. Hall has, by an order dated Dec 6 appointed Harry Brett, Leadshatt, st, and James Waddell, Mansfield Buildings, Queen Victoria st, to be official liquidators
British Empire Horse Supply Association, Limited.—By an order made by the M.R. dated Dec 9, it was ordered that the above association be wound up. Wild and Co, Ironmonger lane, Cheapside, solicitors for the petitioners.

Carbon Company, Limited.—The M.R. has fixed Dec 31 at 11 at V.C. Hall's chambers as the time and place for the appointment of an official liquidator.

Grosvenor Turkish Bath Company, Limited.—By an order made by V.C. Hall dated Dec 13, it was ordered that the above company be wound up. Attwater, solicitor for the petitioners.

Euston Barriers Company, Limited.—By an order made by the M.R. dated Dec 9, it was ordered that the above company be wound up. Hileyars and Taylor, Fenchurch buildings.

COUNTY PALATINE OF LANCASHER.

FRIDAY, Dec. 20, 1878.

British Loan and Discount Company, Limited.—By an order made by

In the V.C., dated Dec 11, it was ordered that the voluntary winding up of the above company be continued. Thompson, Preston, solicitor for the petitioners.

Elton and North Wales Collieries Company, Limited.—Creditors are required on or before Jan 14, to send their names and addresses and the particulars of their debts or claims to John Sutherland Harwood Esq., North John st., Liverpool. Tuesday, Jan 26 at 10 is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

Dec 13, 1878.

Barrow, Eliza, Birchfield, Stafford. Jan 15. Newey v. Cotterill, V.C. Bacon, Cotterill, Birmingham
Bacon, Samuel, Mitchelmarsh, Hants, Yeoman. Jan 20. Webb v. Blaize, V.C. Malins, Hill, Salisbury
Greville-Nugent, Hon Reginald James Macartney, Sandown Park. Jan 24. Killick v. Greville, M.R. Bloxam and Ellison, Lincoln's Inn Fields
Halliday, Abraham, Bradford. Draper. Jan 13. Halliday v. Halliday, V.C. Bacon, Singleton, Bradford
Hobson, John, Marston-upon-Dove, Derby, Farmer. Jan 16. Haywood v. Finney, M.R. Leech, Derby
Jones, Daniel, Aberavron, Cardigan, Land Agent. Jan 13. Jones v. Jones, the Chief Clerk, 11, New sq., Lincoln's Inn. Atwood, Aberystwyth
Randall, William Ellis, Tylden, Queenstown, Cape of Good Hope, Hotel Keeper. April 16. Fagett v. Randall, M.R. Lanfear, Abchurch Lane
Scott, Edward, Newcastle-upon-Tyne, Cattle Salesman. Jan 15. Scott v. Morris, V.C. Hall. Garbutt, Newcastle-upon-Tyne
Whalley, George Hammond, Plas Madoc, Denbigh, Esq. Feb 1. Simpsom v. Whalley, V.C. Malins, Lovegrove, Gloucester

TUESDAY, Dec 17, 1878.

Battle, James, Regent st., Gunmaker. Jan 21. Battle v. Smith, V.C. Malins, Vallance, Essex st., Strand
Boyle, Patrick, Royal Hospital, Chelsea, Quartermaster-Sergeant. Jan 13. Bolger v. Bolger, V.C. Hall. Angel and Co, Gresham st., Bank of England
Case, Charles Miller, Holywell, Gwent. Feb 1. Case v. Brown, V.C. Hall. Cooper, Gresham House, Old Broad at Broadgate
Carr, Thomas, Heather, Leicester. Feb 1. Clare v. Clare, V.C. Hall. Fower and Archesgate, Atherton
Handley, Christian, Great Lambeth rd. Jan 11. Kirby v. Richardson, V.O. Bacon. Smith, Great James st., Bedford row

FRIDAY, Dec 20, 1878.

Bowcher, John, Shooter's Hill rd., Kent, Esq. Feb 17. Bowcher v. Bowcher, V.C. Hall. Child, Paul's Bakeshouse st., Doctor's Commons
Brown, William, Coulson st., Chelsea, Coal Merchant. Feb 1. Brown v. Brown, V.C. Hall. Herbert and Keay, Gracechurch st.
Calderon, Ramal, H.M.'s Consul at Rio Grande do Sul. Mar 15. Hawkins v. Primrose, V.C. Hall. Brown, Walbrook
Drew, Walter Henry, Ospringe rd., Kentish Town, Surgeon. Feb 1. Drew v. Drew, V.C. Hall. Moon, Lincoln's Inn Fields
Edwards, Thomas Wilkinson, Moorlands, Devon, Esq. Jan 20. Edwards v. Ainsworth, M.R. Jackson, Ulverston
Kemp, William, Paglesham, Essex, Boat Builder. Jan 20. Hall v. Kemp, V.C. Malins. Wood, Rochford
Marin, Edward, Hyde, Gent. Jan 29. Lowering v. Marvin, V.C. Hall.
Prest, Ryde
Miphant, Richards, Kidwelly, Carmarthen, Gent. Jan 20. Cornish v. Moore, V.C. Malins. Press, Bristol
Pitt, Thomas, Durham, Auctioneer. Jan 14. Seaton v. Hopps, V.C. Bacon, Marshall, Durham

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Dec. 17.

Adams, Harriet Henrietta, Carter street, Walworth. Feb 28. Hewlett, Raymond buildings, Gray's Inn
Adyman, Thomas, Belmont, Knaresborough, Leather Merchant. Feb 1. Adyman, Belmont
Axford, Charles John, St Leonards-on-Sea, Surgeon. Jan 15. Christopher, Walbrook
Baker, Edward Livingstone, New Bristol, Banker. Jan 18. Wilson and Co, Cophall buildings
Biddle, Sarah, Wolverhampton. Jan 10. Flewker and Page, Wolverhampton
Davy, Mary Anne, Onslow square. Feb 1. Davinson and Burch, Gray's Inn square
Donald, Thomas, Linstock, Cumberland, Yeoman. Jan 20. Bendall, Carlisle
Forder, Robert Poulson, Winchester, Woolstapler. Feb 13. Young and Co, Essex street, Strand
Giles, Thomas, Roath, Glamorgan, Yeoman. Jan 31. Grover and Grover, Cardiff
Goodeby, William, Betchworth, Surrey. Feb 1. Coventon, Gray's Inn square
Greenall, Eliza, Mary, Northwich, Chester. Feb 1. Davies and Co, Market place, Warrington
Gregory, Jane, Granville lane, Cheltenham. Feb 1. Little, Stroud
Howard, Rev Arthur, Suffolk place, Clerk in Holy Orders. Jan 13. Hewitt, Nicholas lane
Hustable, William, Evandale, Tasmania, Surgeon. Feb 10. Randal and Son, Tokenhouse yard
Johns, Elizabeth, Southend, Essex. Jan 31. Hudson, Southend
Jones, William, Flint, Ironmonger. Feb 1. Kelly and Keene, Mold
May, Amelia, Whiston street, Hackney road. Feb 10. Nutt and Co, Brabant court, Philpot lane
Measures, William, Wood Walton, Huntingdon, Farmer. Jan 6. Hanbury and Sons, Huntingdon
Miller, Thomas, Throgmire, York, Woolen Cloth Manufacturer. Feb 12. Fenton and Co, Huddersfield
Moore, Bertha Irving, Horsham, Sussex. Jan 16. Cottching, Horsham
Murrell, Alfred William, Yaxham, Norfolk, Farmer. Feb 13. Sadd and Linay, Norwich
Nicholson, Jane, Scroston, Durham. Jan 12. Granger, Durham
Purcell, Eliza, Whitby, York. Feb 21. Gray and Fennell, Whitby

Ridgway, Henry Akroyd, Woodsides, Halifax, Worsted Manufacturer. March 1. John Ridgway, Stoke-upon-Trent, Earthenware Manufacturer
Sherrold, William Samuel, Teffont Magna, Wilts, Innkeeper. Jan 1. Wilson and Co, Salisbury
Smith, Samuel, Netheravon, Wilts, Maltster. Jan 1. Keane, Lincoln's Inn Fields
Trotter, Thomas Barrow, Hawcoat, Barrow-in-Furness, Innkeeper. Feb 1. Park and Mansfield, Barrow-in-Furness
White, John Joseph, Devonport, Retired Brewer. Dec 31. Curteis, East Stonehouse
Yool, Christians, Old Kent road. Jan 12. Jacobs and Vincent, Budgewell, Cannon street

FRIDAY, Dec. 20, 1878.

Adams, Hugh, Holles st., Cavendish sq., Indian Outfitter. Jan 17. Sheppard, College st., College hill
Allfrey, Joseph, Kinnerley, Worcester, Timber Merchant. Jan 13. Coventry, Upton-on-Severn
Bedford, Sarah Sophia, Pershore, Worcester. Feb 4. Hudson, Pershore
Bennett, Annabella, Montagu sq. Jan 31. Bennett, Red Lion sq.
Birkett, Martha, Brixton rd., Surrey, Spinster. Feb 4. Leader, Manchester
Brown, James, Manchester, Hotel Keeper. Jan 31. Dewhurst, Manchester
Burnett, Isabella Amelia, College st., Kingston-upon-Hull. Jan 18. Walker and Spink, Hull
Cabbell, John Bond, Chesterfield gardens, Mayfair, Esq. March 1. Clarkson and Co, Carter lane, Doctors' common
Carter, Thomas, Gateshead, Durham, Foreman. Jan 25. Swinburne, Gateshead
Coates, Joseph, Hiley, York. Jan 31. Leigh, Manchester
Fildes, John Joseph, Barcopic, Kirkcudbright, Gent. Jan 31. Warner, Manchester
Gates, Francis Hammond, Mount Pleasant, Norwich, Gent. March 1. Chittock and Woods, Norwich
Goldsmith, Yeate Henry, Leister gardens, Bayswater, Esq. Jan 19. Williams and Co, Lincoln's Inn Fields
Harrington, Joseph Miller, Stanwick, Cumberland, Esq. Dec 31. Wright and Brown, Carlisle
Hughes, William, Hanley Castle, Worcester, Farmer. Jan 18. Coventry, Upton-on-Severn
Jackson, Joseph, Oak Rawcliffe, Lancashire, Farmer. Jan 11. Sharp and Son, Lancashire
Lowe, John Drinkwater, Cambridge, Esq. March 5. Hedges and Brandreth, Red Lion sq., Bloomsbury
Linson, Sarah, Tollit st., Globe rd., Mile End. Jan 16. Francis, Austin Friars
Marston, Thomas, Warwick, Gent. Feb 1. Southall and Co, Birmingham
Newbery, William, Allowayshay, Somerset, Farmer. Jan 15. Pauli, Limminster
Bussell, Caroline, Gravesend. Jan 12. Tolhurst, Gravesend
Rydin, Frederick George, Richmond, Surrey, Builder. Jan 31. Bennett, Red Lion sq.
Saford, John, Lydgate, York, Innkeeper. Jan 27. Stansfeld and Sager, Todmorden
Stott, Annie, Manchester, Wine Merchant. Jan 30. Horner and Son, Manchester
Thomson, Alexander, St Elizabeth, Cornwall, Surgeon. Jan 13. Valpy and Co, Lincoln's Inn Fields
Thorogood, Henry, Billericay, Essex, Farmer. Jan 31. Wooldard, Billericay
West, Sarah, Leominster, Hereford. Feb 7. Leigh, Manchester
Wood, Mary Selby, Wellington st., Islington. Jan 16. Franklin, Strand
Yates, Elizabeth, Pomona st., Sheffield. Jan 14. Taylor, Sheffield

Bankrupts.

FRIDAY, Dec. 20, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Benjamin, Maurice, Colonial chambers, Crutchedfriars, Merchant. Pet Dec 15. Brougham. Jan 14 at 1
Bassett, John, Blackman street, Southwark, Cork Merchant. Pet Dec 18. Brougham. Jan 14 at 12
To Surrender in the Country.
Davies, James, Liverpool, Moneylender. Pet Dec 17. Bellringers, Liverpool, Jan 10 at 12
Gooch, Samuel Pond, Ipswich, Milliner. Pet Dec 13. Grimsey, Ipswich, Jan 2 at 11
Holden, Thomas, Pendleton, Lancaster, Builder. Pet Dec 18. Hulton, Salford, Jan 8 at 11
Hillingworth, Samuel Thomas, Sheffield, Builder. Pet Dec 14. Wake, Sheffield, Jan 8 at 130
Kingbury, William John, and Augustus Moss, Colchester, Aerated Water Manufacturers. Pet Dec 14. Barnes, Colchester, Jan 4 at 3
Livingstone, Henry James, and William Paries Livingstone, Newcastle-upon-Tyne. Pet Dec 18. Brook-Mortimer, Newcastle, Jan 3 at 11
Oxborrow, Samuel, Otley, Suffolk, Shoemaker. Pet Dec 18. Grimsey, Ipswich, Jan 2 at 3.30
Potton, Thomas, Richmond, Surrey, out of business. Pet Dec 16. Willoughby, Wandsworth, Jan 3 at 11
Turner, Thomas, Pendleton, Lancaster, Butcher. Pet Dec 17. Hulton, Salford, Dec 31 at 11
Wallingford, John, Andover, Ironmonger. Pet Dec 14. Wilson, Salisbury, Jan 3 at 11
Wilkinson, John, Hull, Manchester, Stone Mason. Pet Dec 16. Hulton, Salford, Jan 8 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 20, 1878.

Weston, James Pintey, Bolton, Lancaster, Lessee of a Theatre. Oct 16

Liquidations by Arrangement.
FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 20, 1873.

Adam, Alfred Stevens, Shepherd's Lane, Brixton, Grocer. Dec 28 at 11 at offices of Willis, & Martin's ct, Leicester sq
Anderson, George Lance'ot, Gateshead, Assistant Fruterer. Jan 3 at 3 at offices of Joel, Newcastle st, Newcastle-upon-Tyne
Ansley, Thomas Littleton, Hants, Trainer of Race Horses. Jan 3 at 3 at the George Hotel, Winchester. Best and Scooteney
Atkinson, John Carter, Newcastle-upn-Tyne, Timber Merchant. Jan 10 at 2 at offices of Strachan, Grainger st West, Newcastle-upon-Tyne. Charters and Co, Newcastle-upon-Tyne
Bambridge, John, Harlow Bush, Essex, Licensed Victualler. Jan 3 at 3 at offices of Eley, New Broad st
Bartron, Betsy, Biabrook, Lincoln, Grocer. Jan 3 at 12 at offices of Falkner and Owen, Eastgate, Louth
Battie, Samuel, Wolverhampton, Boot Dealer. Jan 1 at 12 at the George Hotel, Walsall. Bill, als 1
Bebbington, James, Chorlton-upon-Medlock, Manchester, Bear Retailer. Dec 31 at 3 at the Clarendon Hotel, Oxford st, Manchester. Trenewen, Manchester
Bell, Tom, East Halton, Lincoln, Farmer. Jan 2 at 1 at offices of Robbs, Wraxby st, Brigg
Bertlestein, Simon, Strangeways, Manchester, out of business. Jan 3 at 3 at offices of Gardner, Cooper st, Manchester
Birch, George Alphonse de Lamartine, Portsea pl, Hyde park. Jan 9 at 2 at offices of Cooper and Co, King's Arms yd, Coleman st, Heritidge
Nicholas lane
Bishop, William Henry, Brighton, Fruterer. Jan 8 at 3 at offices of Lamb and Everett, Ship st, Brighton
Blissett, Charles, Birmingham, Genl. Dec 31 at 2 at offices of Fallowe, Cherry st, Birmingham
Brierley 'quire, Garstang, Lancashire, Calico Printer. Jan 9 at 3 at the Thatched House Hotel, Manchester. Ridgall, Manchester
Brockleby, William, Great Grimbsy, Fish Merchant. Dec 31 at 3 at offices of Waits, Cleethorpe rd, Great Grimbsy
Bromley, Henry, Preston Gubbards, Salop, Farmer. Dec 31 at 3 at offices of Morris, Swan hill, Shrewsbury
Brook, James William, Huddersfield, Plumber. Jan 2 at 3 at offices of Welsh, Queen st, Huddersfield
Brown, John Hughes, Salford Paper Merchant. Jan 6 at 2 at offices of Heath and Sons, Swan st, Manchester
Brown, Thomas, Bradford, Paper Tube Maker. Jan 2 at 12 at offices of Haigh, Darley st, Bradford
Bullen, John, Victoria villa, Horneby, Builder. Dec 31 at 11 at offices of Mills and Co, Brunswick pl, City rd
Burke, Henry Ashwood, Smithy Bridge, Lancashire, Stationer. Jan 8 at 3 at the Brunswick Hotel, Baillie st, Rochdale, Lawton, Manchester
Bush, John, Welton-le-Marsh, Lincoln, Farmer. Dec 28 at 10 at the Massingberd Arms Inn, Gunby. Thimbleby and Son, Spilsby
Byron, Walter Joseph, Wandsworth rd, Vauxhall Cross, General Outfitter. Dec 30 at 12 at offices of Ludbury and Co, Cheapside
Clement, Clement's inn, Strand
Caldwell, John, Manchester, Rag Merchant. Jan 2 at 3 at offices of Hardings and Co, Princess street, Manchester
Cartwright, Marshall, Dogdyke, Lincoln, Farmer. Jan 2 at 12 at offices of Millington and Simpson, Bradford, Boston
Chapman, William, Wansey street, Walworth road, Ham and Beef Dealer. Dec 30 at 11 at offices of Murr, Southampton buildings, Holborn
Chappell, Edward, Heaton Norris, Lancaster, Provision Dealer. Jan 2 at 3 at offices of Newton, Bank chambers, Market place, Stockport
Chatterton, William, Stickney, Lincoln, Miller. Jan 3 at 1 at Red Lion Hotel, Boston. Cannock, Spalding
Clark, Thomas Henry, Mile End road, Tobacconist. Jan 4 at 3 at offices of Biggenden, Well street, Hackney
Clarke, James, Toddington, Bedford, Farmer. Jan 1 at 12 at Bell Hotel, Toddington, Stimon, Bedford
Colwell, Arthur, Brighton, Cigar Merchant. Jan 4 at 12 at offices of Maynard, North street, Brighton
Cooper, Stephen Oswald, Manchester, Jeweller. Jan 3 at 3 at offices of Elford, King street, Manchester
Corbett, William, New Tupton, Derby, Grocer. Jan 2 at 3 at offices of Jones and Middleton, Glumau gate, Chesterfield
Cornish, Henry, Liverpool, Draper. Jan 3 at 2 at offices of Sheen and Broadhurst, North John street, Liverpool. Gregory, Liverpool
Cross, John, Liverpool, Colliery Proprietor. Jan 3 at 2 at offices of Oppenheim, Hardsaw street, St Helens
Dawson, Dunc. and John Duncan Dawson, Kingston-upon-Hull, Leather Merchants. Dec 30 at 2 at offices of Roberts and Leah, Bowalley lane, Kingston-upon-Hull
Day, Enos, Bradford, York, out of business. Jan 3 at 3 at Black Lion Hotel, Mill Hill, Leeds. Billington Leeds
Donner, Christian, Great St Helen's, Bishopsgate st, Merchants. Dec 31 at 11 at offices of Ford, Cheapside. Saunders and Co, King st, Cheapside
Dowsett, Robert, Good Easter, Essex, Builder. Jan 1 at 3 at offices of Tanner, Circus place, Finsbury circus
Dowson, William, Staxton, York, Tailor. Dec 27 at 10.30 at offices of Williamson, Newborough st, Scarborough
Dunnield, Albert, Derby, Egg Merchant. Jan 13 at 3 at offices of Bamfield, Market place, Derby
Durrant, Edward, Kessingland, Suffolk, Fish Merchant. Jan 3 at 11 at offices of Chamberlain, Custom house buildings, Lowestoft
Durell, Hermann, Stockport, Felt Hat Manufacturer. Jan 3 at 11 at offices of Sampson, South King st, Manchester
Eglin, Mary, Manchester, Manufacturing Stationer. Jan 3 at 11 at the Old Hall Moon Hotel, Chapel walk, Manchester. Robson
Ellis, John, and Charles William James Morris, Reading, Wholesale Clothiers. Jan 2 at 12 at offices of Hunt and Co, Nicholas st, Manchester. Blandy and Witherington, Reading
Fawcett, Robert, Bishop Auckland, Innkeeper. Jan 9 at 3 at offices of Pround, Market pl, Bishop Auckland
Fawcett, Sam, Lindley, York, Butcher. Jan 3 at 2.30 at offices of Booth, John William st, Huddersfield
Flower, Marshall, Fishponds, Gloucester, Brick Manufacturer. Jan 12 at 12 at offices of Young and White, Clare st, Bristol. Stanley and Wensbrugh, Bristol
Forsyth, Robert Gordon, Walsall, Travelling Draper. Jan 1 at 11 at the George Hotel, Walsall. Bill, Walsall
Francis, Cornelius, Devonshire st, Marylebone, Bootmaker. Dec 21 at 11 at offices of Stevens, Edgware rd, Marylebone. Waller, Marylebone rd
Frost, Isaac, Woodbridge, Suffolk, Farmer. Dec 31 at 10.30 at offices of Miles, Elm st, Ipswich
Fuller, Thomas, Abercorn mews, St John's Wood, Farrier. Dec 20 at 3 at offices of Ford and Co, Bloomsbury sq
Grayson, William, Horsington, Lincoln, Farmer. Jan 1 at 12 at the Red Lion Inn, Horncastle. Bill, Horncastle
Grey, William, Brynhwyfryd, Pentre Estyll, Swansons, Builder. Dec 21 at 11 at offices of Harland and Co, Rutland st, Swansons
Hadley, Joseph, Erdington, nr Birmingham, Builder. Dec 31 at 12 at offices of Fallows, Cherry st, Birmingham
Hamilton, Robert, Castle st, Leicester sq, Mineral Waters Manufacturer. Jan 2 at 3 at offices of Christmas, Walbrook
Hammerley, Thomas, Leek, Stafford, Silk Manufacturer. Jan 8 at 12 at offices of Hacker and Allen, St Edward st, Leek
Hammonds, Edward Louis, Wednesbury, Publican. Jan 3 at 12 at offices of Sheldon, High st, Wednesbury
Harper, Robert Henry, George yd, Lombard st, Underwriter. Jan 8 at 3 at offices of Lawrence and Co, Old Jewry chambers
Harrison, Thomas, Bishopsworthmouth, Grocer. Dec 28 at 2 at offices of Bell, John st, Sunderland
Harvey, James Steen, Handsworth, Stafford, out of business. Jan 3 at 11 at offices of Taylor, Co more row, Birmingham
Harvey, John Smith, Lower Richmond rd, Surrey, Stonemason. Jan 2 at 2 at offices of Brighten and Co, Bishopsgate st without Hayes, Robert John, Gratton st, Mile End rd, out of business. Dec 20 at 11 at offices of Ratcliff, Bishopsgate st within Haywood, Isaac, Bolton, Joiner. Jan 6 at 3 at offices of Mawdry, Wood st, Bolton
Henry, David Hulme, Floor Cloth Manufacturer. Jan 3 at 3 at offices of Needham and Co, York st, Manchester
Hepworth, Joe, Preston, Innkeeper. Jan 3 at 3 at offices of Thompson, Lune st, Preston
Hicks, George, Fairwater, nr Cardiff, Brick Manufacturer. Jan 8 at 11 at offices of Morgan and Scott, High st, Cardiff
Hodges, James Adam, Bristol, out of business. Jan 3 at 11 at offices of Andrews, Nicholas st, Bristol
Hopton, William, Sutton heath, Lancashire, Colliery Manager. Jan 7 at 2 at offices of Mather, Commercial st, Harrington st, Liverpool
Barrow and Cook, St Helen's
Horscroft, Michael, Cranbrook, Kent, Grocer. Jan 2 at 12 at offices of Smith and Co, Bread st, Cheapside
Howden, John, Newcastle-upon-Tyne, Beerhouse Keeper. Dec 27 at 11 at offices of Sewell, Grey st, Newcastle-upon-Tyne
Howey, William Fenwick, North Shields, Grocer. Jan 6 at 2 at the Albion Hotel, North Shields. Fenwick, North Shields
Hubard, Charles, Alcester, Warwick, Greengrocer. Jan 3 at 12 at offices of Langton and Co, Alcester
Hunter, John, Liverpool, Grocer. Jan 2 at 3 at offices of Oliver, Victoria st, Liverpool. Browne, Liverpool
Bentley, Henry John, Railway Arch, Hackney, Stone Mason. Jan 7 at 2 at 5, Finsbury place south. Learoyd and Co, Albion chambers, Moorgate
Burwalt, John, Chorlton-on-Medlock, Manchester, Joiner. Jan 6 at 3 at offices of Gardner, Cooper st, Manchester
Jenson, John James, Liverpool, Engraver. Jan 2 at 12 at offices of Etty, Lord et, Liverpool
Jones, Thomas Carpenter, Richmond rd, Wednesbury, Solicitor's Clerk. Jan 1 at 12 at offices of Maybrook, Clifford's inn
Jones, Edwin Henry, Pontefract, Hereford, Builder. Jan 7 at 12 at offices of Wallis, Commercial st, Hereford
Jones, John Theophilus, Chester, Tailor. Jan 9 at 3 at offices of Ells, Eastgate st, Chester
Jones, Thomas, Llandeilo, Carmarthen, Builder. Jan 13 at 10.30 at the Dulais Glen Hotel, Pontarddulais, Bishop, Landillo
Kay, John Winfrid, Warwick rd, Kensington, Coal Merchant. Jan 10 at 2 at offices of Morphet and Hanson, King st, Cheapside
King st
Kirk, David, Gateshead, Fruterer. Dec 31 at 11 at offices of Pyne, Dean st, Newcastle-upon-Tyne
Last, Thomas Henry, Alfred pl, Lodging House Keeper. Jan 3 at 4 at offices of Norman, Great Marlborough st
Latimer, Joseph, Patiley Bridge, York, Innkeeper. Jan 2 at 12 at offices of Batson and Hutchinson, Harrogate
Leeson, John, and Joseph Leeson, Derby, Boot Factors. Jan 2 at 3 at 18, Wardwick, Derby. Briggs, Derby
Ley, Jacob, and Abraham Ley, Brive, London, Spitalfields, Boot Manufacturers. Jan 6 at 3 at offices of Montagu, Bucklersbury
Lewis, Evan, Swansons, out of business. Jan 4 at 10.15 at offices of Lascelles, Narberth, Pembrokeshire
Liveroy, Joseph, Chorley, Lancashire, Smallware Dealer. Jan 6 at 3 at offices of Stanton, High st, Chorley
Longmore, Thomas, Wednesbury, Stafford, Brick Manufacturer. Jan 6 at 11 at offices of Duignan and Co, Russell st, Wednesbury
Lordan, John, Worship st, Finsbury, Leather Merchant. Dec 28 at 3 at offices of Grueber and Jeram, Railway Approach, London Bridge
Lovegrove, William Joseph, Harlech, Merioneth, Hotel Keeper. Jan 7 at 2 at the Prince of Wales Hotel, Carnarvon. Williams, Dolgellau Lyons, Lewis, Macclesfield, Auctioneer. Jan 8 at 3 at offices of Parrott and Co, Church side, Macclesfield
Macartney, David, Lord Hill bridge Paddington Coal Merchant. Jan 6 at 11 at offices of Thomson and Ward, Bedford row
Maddison, Thomas, Great Peter st, Westminster, Licensed Victualler. Dec 31 at 2 at 3 at offices of Angell and Co, Gresham st
Mason, Samuel, Halifax, Greengrocer. Dec 31 at 11 at offices of Holroyde and Smith, Ward's end, Halifax
Marjoram, John, Kewinland, Suffolk, Farmer. Jan 9 at 3 at offices of Nicholson, London rd, Lowestoft
Mathias, Daniel, Pantmawr, Carmarthen, Farmer. Dec 31 at 2 at offices of Walters, St Mary st, Carmarthen

Malone, George, High st, Kensington, Carpenter. Dec 31 at 12 at 145, Cheapside. Saunders and Co, Cheapside
Messenger, Joseph, York buildings, Adelphi, Gent. Jan 15 at 3 at offices of Miller and Mills, Sherborne lane
Moor, Edward, Croydon, Surrey. Jan 3 at 12.30 at 2, London rd, Croydon. Gregory and Co, Bedford row
Mother, Michael Augustine, Bradford, York, Stationer. Jan 1 at 11 at office of Greaves and Taylor, Broad st, Cheapside, Bradford
Mouley, Charles, Henson Green, Nottingham, Boot Manufacturer. Jan 6 at 3 at office of Everall and Turner, St Peter's Church walk
Miller, Adolf, White st, Oxford st, Tailor. Jan 3 at 4 at offices of Carr and Co, Vigo st, Regent st
Moxon, John, Dewsbury, York, Proprietor of Threshing Machines. Jan 8 at 3 at offices of Rides, Chronicle Chambers, Barnsley
Nathan, Louis, Commercial st, Boot Manufacturer. Jan 14 at 3 at offices of Montagu, Stockcrossbury
Neill, Thomas, Elgin crescent, Notting Hill, Club Man Draper. Jan 3 at 1 at offices of Seal, Seal, Sergeant's Inn
Nob, Joseph Alfred, George yard, Lombard st, Fibre Broker. Jan 14 at 3 at the Guildhall Tavern, Gresham st, Blunt and Co, Gresham st
Not, George, Tenby, Builder. Jan 1 at 12 at 5, Crackwell st, Tenby. Thomas
Oates, Edmund, Bresley Wood, Salop. Beerseller. Jan 1 at 11 at the Tuning Hotel, Ironbridge. Phillips and Co, Shifnal
Pace, Joshua, Thornhill, York, Innkeeper. Jan 6 at 3 at the Great Bull Hotel, Wakefield. Lister, Wakefield
Palmer, John, Eccles, Lancaster, Earthenware Manufacturer. Jan 7 at 11 at the North Stafford Hotel, Stoke-upon-Trent. Gill and Archer, Liverpool
Preston, Charles, St Peter's st, Mile End, Dealer in Building Materials. Dec 23 at 11 at offices of Hicks, Globe rd, Mile End
Preston, Samuel, New Wortley, Leeds, Waste Dealer. Dec 31 at 3 at office of Exley, Gascoigne & Co, Bosc Lane, Leeds. Billington, Leeds
Price, William, Swanses, Plasterer. Dec 31 at 11 at 3, Fisher st, Swanses
Pring, James, Middleborough, out of business. Jan 3 at 11 at offices of Garbutt and Fawcett, Finkle st, Stockton-on-Tees
Raw, Frederick, Seven Sisters' rd, Holloway, Corn Dealer. Jan 15 at 3 at offices of Wedlock, Mitre court, Temple
Reed, James William, Rotherham, Saddler. Jan 7 at 3 at offices of Winter and Sons, Bank buildings, High st, Rotherham. Hargreaves, Manchester
Riley, Charles, Mo-brugh, Derby, Farmer. Jan 3 at 11 at offices of Blaney and Co, Queen st Chambers, Sheffield
Roberts, Abel, and William Roberts, Llandudno, Cymarvon, Builders. Jan 3 at 2 at the Queen Railway Hotel, Chester. Bridgeman and Co, Chester
Roberts, Thomas, Cwmyoy, Mon, Farmer. Jan 4 at 11 at offices of Syc Lion st, Abercavenny
Robinson, James, Prestbury, Gloucester, Grocer. Jan 4 at 11 at offices of Friend, Regent st, Cheltenham
Robinson, William, Shelton, Stafford, Commission Agent. Dec 31 at 11 at offices of Tomkinson and Furnival, Hanover st, Burslem
Ross, William, Bradley, Stafford, Ironmaster. Jan 3 at 3 at the Dudley Arms Hotel, Dudley. Stokes and Harper, Dudley
Samee, Benjamin, Coventry, Ribbon Manufacturer. Jan 6 at 3 at offices of Jaques, Cherry st, Birmingham
Scott, James, South Bank, York, Greengrocer. Jan 3 at 12 at offices of Dobson, Gosford st, Middlesborough
Shallock, George, Timperley, Cheshire, Farmer. Jan 2 at 3 at offices of Hewitt and Son, Bridge st, Manchester
Sheppard, John, Trowbridge, Wilts, Grocer. Jan 3 at 13 at offices of Roway, Pow st, Trowbridge
Sinclair, Alexander, Newcastle-upon-Tyne, Ale Merchant. Jan 2 at 11 at offices of Joel, Newcastle st, Newcastle-upon-Tyne
Smith, John, Ashton, Denbigh, Grocer. Jan 4 at 3 at offices of Sherratt, Regent street, Wrexham
Smith, Walter, Albert terrace, Camden road, Coffee-house Keeper. Jan 7 at 3 at offices of Lewis, Chancery lane. May, Chancery lane
Spark, Thomas, Darlington, Boot Dealer. Dec 31 at 2 at offices of Eads and Midgley, White Horse street, Boar lane, Leeds
Spray, Rebecca Charlotte, Handsworth, Stafford, Bootmaker. Jan 3 at offices of Jaques, Cherry st, Birmingham
Springall, Samuel, Derby, Elastic Web Manufacturer. Jan 2 at 12 at the Bell Hotel, Sadler gate, Derby. Hextall, Derby
Simpson, James Kitchen, Denver, Norfolk, Farmer. Jan 3 at 3 at offices of Copeman, Downham Market
Stor, John Hardy, Forest Hill, Builder. Dec 6 at 12 at offices of Smart and Co, Cannon st, Petiver, College st, College hill
Sykes, Richard William, Bedford, York, Tailor. Jan 3 at 11 at the Paragon Hotel, Paragon st, Kingston-upon-Hull. White, Great Driffield
Tarrant, Francis, Chippenham terrace, Harrow rd, Chesham. Jan 6 at 2 at 4, Arthur st East, London Bridge. Carter and Bell, Eastcheap
Taylor, Hugh William, Whitmore Lane, Wolverhampton, Stationer. Jan 2 at 11 at Corporation Chambers, Ann st, Birmingham
Thomas, David, Llanelli, Grocer. Jan 3 at 11 at offices of Howell, St. Llanelly
Ty, Zacharias, London rd, Clapton, Commercial Clerk. Dec 23 at 3 at offices of Bradford and Hare, Old Broad st
Unwin, Thomas Charles, Arabella row, Pimlico, Milliner. Jan 2 at 3 at 178, Fleet st. Wills and Watts, Carter lane
Walker, Willi., Glen, Queen Victoria st, Merchant. Jan 10 at 3 at offices of Turquand and Co, Tokenhouse yd. Morgan and Co, Coleman st
Walton, Samuel, Newton Heath, Lancashire, Builder. Jan 8 at 3 at the Falstaff Hotel, Market place, Manchester. Harris, Manchester
Watkins, Frederick, Swanses, Chemist. Dec 30 at 1 at offices of Thomas, York place, Swanses
Wilkinson, William, Chesterfield, Chemist. Dec 31 at 3 at offices of Cut, Market Hall Chambers, Chesterfield
Wilkinson, William, David, and David Henry Smith, Regent st, Tailor. Jan 8 at 12 at offices of Campbell and Co, Warwick st, Regent st
Wills, George, Dudson, Cheshire, Manure Merchant. Dec 30 at 2 at offices of Bridgeman and Co, Westminster buildings, Newgate st

Windebank, William, Rustington, Sussex, Piano-forte Tuner. Jan 10 at 3 at the Windmill Inn, Rustington. Maydwell, Brighton Woods, John William, Felling, Durham, Ironmonger. Jan 8 at 2 at offices of Ebdon, Royal Arcade, Newcastle-upon-Tyne

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Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

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Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and in four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

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Being the second largest Paid-up Capital of any Company in the Kingdom purely devoted to fire business.

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The Northern Counties of England, being essentially a Non-Tariff Company, is in no way bound by the fixed rates of the Tariff Companies, but rates each risk on its own individual merits, giving every consideration to superiority in construction and management, and making a liberal allowance for fire-extinguishing appliances.

Surveys made and Rates quoted Free of Charge.

Special terms allowed to Solicitors for the introduction of Business.

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THE STANDARD LIFE ASSURANCE COMPANY.—Established 1825.

SPECIAL NOTICE.—DIVISION OF PROFITS.

The Company's business year will shortly close, and to secure the advantage of this year's entry to the Profit Scheme, proposals should be lodged with the Company as early as possible.

The TENTH Division of Profits will take place in 1880, and all who take out Policies during the present year will rank for three years' profits on that occasion.

For the very LIBERAL CONDITIONS of the Standard Policy see Prospectus, which may be had on application.

AMOUNT OF ASSURANCES.

Accepted during the last five years.....	£6,397,788
Subsisting Assurances.....	£18,902,533
Revenue upwards of.....	£760,000
Assets upwards of.....	£5,250,000

H. JONES WILLIAMS, General Secretary for England.
Edinburgh—3 and 5, George-street (Head Office).
London—82, King William-street, E.C., and 3, Pall Mall East,
Dublin—66, Upper Sackville-street.

LAW REVERSIONARY INTEREST SOCIETY.

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CHAIRMAN—Alfred H. Shadwell, Esq.
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Reversions and Life Interests purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

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Annuities, Immediate, Deferred, and Contingent, and also Endowments granted on favourable terms.

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C. B. CLABON, Secretary.

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C. H. CLAYTON, } Secretaries.

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CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

Deposits received for fixed periods on the following terms, viz.:—At 5 per cent. per annum, subject to 12 months' notice of withdrawal. For shorter periods deposits will be received on terms to be agreed upon.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES and PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

Interest drawn and army, navy, and civil pay and pensions realized. Every other description of banking business and money agency, British and Indian transacted.

J. THOMSON, Chairman.

MESSRS. DEBENHAM, TEWSON & FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheshire, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

WALKER'S CRYSTAL CASE WATCHES are superseding all others.—Prize Medals, London, 1862; Paris, 1867. Gold from £15 10s.; Silver from 6 6s.—77, Cornhill; 230, Regent-street; 76, Strand.

SALES FOR THE YEAR 1878.

MESSRS. DEBENHAM, TEWSON, & FARMER'S beg to announce that their SALES of LANDED ESTATES, Town, Suburban, and Country Houses, Business Premises, Land, Ground-rents, Reversions, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in City of London, as follows:—

Tuesday, January 7	Tuesday, May 6	Tuesday, July 10
Tuesday, January 21	Tuesday, May 13	Tuesday, August 4
Tuesday, February 4	Tuesday, May 20	Tuesday, August 11
Tuesday, February 18	Tuesday, May 27	Tuesday, August 18
Tuesday, March 4	Tuesday, June 3	Tuesday, October 2
Tuesday, March 11	Tuesday, June 10	Tuesday, October 9
Tuesday, March 18	Tuesday, June 17	Tuesday, October 16
Tuesday, March 25	Tuesday, June 24	Tuesday, October 23
Tuesday, April 1	Tuesday, July 1	Tuesday, Nov. 1
Tuesday, April 8	Tuesday, July 8	Tuesday, Nov. 8
Tuesday, April 22	Tuesday, July 15	Tuesday, December 2
Tuesday, April 29	Tuesday, July 22	

Auctions can also be held on other days besides those above mentioned. No notice in any case should be given, in order to insure privacy; the period between such notice and the auction sale, of course, considerably depend upon the nature of the property to be sold.—80, Cheshire, London, E.C.

The Companies Acts, 1862 & 1867.

Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use, MEMORANDA and ARTICLES OF ASSOCIATION specially drawn in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES, &c., engraved and printed. OWNERS' SEALS designed and executed. No charge for sketches. Companies' Fee Stamps. Railway Registration Forms.

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MILNERS' SAFES for Books and Documents, from £8 10s. to £93 10s.

MILNERS' SAFES for Lawyers, from £8 10s. to £65 10s.

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